

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of June 20, 2017 by and between the City of Fairfield ("the CITY") and CYRACOM INTERNATIONAL, INC. ("SERVICE PROVIDER").

SC 10/16/0 C 1902

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: To provide respective services as needed by the requesting department of the City of Fairfield as specified in EXHIBIT A.

2. PAYMENTS.

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified by the proposal.
- b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit invoices when the installation process is finalized and approved by the site.
- c. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed on a time and materials basis to the City of Fairfield.

3. INSURANCE.

- a. **WORKERS' COMPENSATION.** During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- b. **GENERAL LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- c. **AUTOMOBILE LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- d. **CERTIFICATES OF INSURANCE.** SERVICE PROVIDER shall file with CITY'S Department of or the Designee upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City of Fairfield or the Designee prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the City of Fairfield or the Designee concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

4. INDEMNIFY AND HOLD HARMLESS. SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees and volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5. LABOR AND WAGE CODE GUIDELINES

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
 - b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/DLSR/statistics.research.html> select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
 - c. In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
6. **BUSINESS LICENSE.** The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707)428-7509.
7. **CANCELLATION.** This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER; provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.
8. **COMPLETE AGREEMENT/AMENDMENT.** This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

SERVICE PROVIDER
Todd Torman

By: Todd Torman (Sep 18, 2017)

City of Fairfield, a municipal corporation

By: W. Davis